

CORE CONTRIBUTOR GRANT TERMS - Version August 2023

Core terms

- The Core Contributor should devote the number of days specified in their Grant each 6 calendar months to carrying out the Services or Milestones ("**Services**" or "**Milestones**") as specified in the Grant.
- The Core Contributor shall provide the Services to CoW DAO for the 6-month period specified in the Grant which is to be actively renewed after the initial period through proposal and voting.
- Any renewals must, where possible, specify project scope and deliverables ("**Milestones**").
- With every renewal the Core Contributor shall actively agree to the the most recent Core Contributor Grant Terms.
- It is understood that the Core Contributor will remain independent of CoW DAO (incl. any sub-DAOs) and any other Service Providers to CoW DAO at all times.

Fee

- Grants DAO will pay the Core Contributor a Fee as specified in the Grant ("**Fee**") per month, which is inclusive of all taxes.
- For the avoidance of doubt, no Fee shall be payable in respect of any period during which the Services are not provided.
- Any expenses that the Core Contributor would like to expense in relation to the Services provided and additionally to the Fee, will have to be added to the next grant renewal to request reimbursement and will have to be approved by the Grants Committee at their sole discretion (e.g. reasonable hardware expenses, daily travel rates etc.). Expenses that have been covered directly by others (e.g. other Service Providers) cannot be reimbursed.

Payment

- The Fee denominated above will be paid in xDAI equivalent by the Grants DAO, on a monthly schedule, to the Gnosis Chain address specified in the Grant. For Core Contributors it is expected that this address is the same as the signed Snapshot proposal.
- The Grants DAO will use a standard exchange rate to equate the Grant currency to USD and settle the Fee in xDAI (or COW) on Gnosis Chain; currently used by the Committee is xe.com with the assumption that 1 xDAI = 1 USD. Any changes to this method are in the Committee's sole discretion.
- For any months in which Services are provided only partially are paid pro-rata (=period Services where provided / month's calendar days).
- Payment to the Core Contributor is triggered 15 days after a calendar month ends.

Termination

- An ongoing Grant may be terminated by the Core Contributor by giving the GrantsDAO no less than 30 days prior written notice, by submitting their notice via the [Forum](https://forum.cow.fi/c/cow-grants-program) (at <https://forum.cow.fi/c/cow-grants-program>, or any URL that in the future substitutes the previous link)

- An ongoing Grant may be terminated by the GrantsDAO by way of voting by Committee Members on [Snapshot](https://snapshot.org/#/cowgrants.eth) (at <https://snapshot.org/#/cowgrants.eth>), and the notice shall be effective 30 days from the date the vote has successfully passed.
- Any other external party may propose a Grant termination via the Forum and ask for voting by Committee Members on [Snapshot](#).
- CoW DAO or Grants DAO may at any time terminate the Grant of the Core Contributor with immediate effect with no obligation to make any further payment to the Core Contributor (other than in respect of any Core Contributor accrued fees or expenses at the date of termination) if:
 - the Core Contributor is in material breach of any of their obligations under this Grant; or
 - other than as a result of case of *force majeure*, after notice in text form, the Core Contributor wilfully neglects to provide or fail to remedy any default in providing the Services.
- Any delay by CoW DAO in exercising its rights to terminate shall not constitute a waiver of those rights.

Communication and validity

- Communication (e.g. notices, amendments...) shall be done in text form on the [Forum](#) (at <https://forum.cow.fi/c/cow-grants-program>, or any URL that in the future substitutes the previous link).
- The Core Contributor must use the same forum handle for their communication that was used for the Grant application.
- The Grant is considered valid and in force by passed vote:
 - The Core Contributor is declaring their Services by their submission to Snapshot and signing with their address, and
 - The grant proposal passes by successful snapshot vote.

Amendments

- Any changes or amendments of a proposed Grant, incl. the Core Contributor Grant Terms contained herein, proposed by a third party and not the Core Contributor, shall be subject to proposal & vote. If the Core Contributor does not agree to proposed and passed changes, they have the right to terminate the Grant from the time the amended Grant terms would enter into effect.; They shall communicate their termination as per termination clause
- Submissions to Snapshot must be done by the Core Contributor, signed by their address.

Relation to CoW DAO

- The Core Contributor remains independent of any other CoW DAO Service Providers and CoW DAO (incl. sub-DAOs such as the Grants DAO) at all times and nothing in this Grant shall render the Core Contributor an employee, worker, agent or partner of CoW DAO or any of its Service Providers.
- The Core Contributor has no authority (and shall not hold themselves as having authority) to bind CoW DAO.
- The Core Contributor undertakes to provide the Services autonomously, without integration into CoW DAO's organization or any other Service Provider to CoW DAO

organisation or subject to their direction and discipline and with economic independence in relation to it.

Miscellaneous terms and conditions

- The Core Contributor shall use their best endeavours to promote the interests of CoW DAO.
- The Core Contributor undertakes to use, in the provision of the services, their own work instrument(s) and material(s).
- The Core Contributor is self-employed (or a company) and responsible for their own insurances, irrespective of their set-up
- The Core Contributor may not appoint a substitute.
- The Core Contributor is not subject to a duty of exclusivity. However, the Core Contributor may not be involved in any capacity with a project which competes with the business of CoW DAO without the prior written consent of the Grant Committee.
- The Core Contributor may not have any conflict of interest when pursuing their Services.
- All social and fiscal charges shall be the sole responsibility of the Core Contributor.
- The Core Contributor represents and warrants that the Services to be performed under this Grant and the results thereof will be the Core Contributor's original work, free and clear of any claims or encumbrances.
- No person other than the Core Contributor and CoW DAO shall have any rights under this grant.
- The Terms apply to both individual and corporate Core Contributors.
- Further, the standard Grant Terms & Conditions apply (cf. [Terms of Service](https://snapshot.org/#/cowgrants.eth/about), available at <https://snapshot.org/#/cowgrants.eth/about>); where there is a conflict, the Core Contributor Terms shall prevail.

Intellectual property

- All rights related to works, new products and processes, or correction or improvement of products or processes already existing in CoW DAO's works, inventions or creations, designs or models, trademarks, trade names, logos, software, databases, domain names or other materials and know-how (including trade secrets), whether registered or not, and regardless of their patentability, registrability or fixation, that the Core Contributor, individually or jointly, has created or whose creation has provided during and by providing the Service of this Grant that relate, to the business of CoW DAO, (hereinafter, "**Intellectual Property**"), belong by origin and since their creation to CoW DAO.
- The preceding paragraph is effective if Intellectual Property is generated under the provision of Services by the Core Contributor to CoW DAO, regardless if with or without tools from CoW DAO or any other Service Providers, and regardless of whether or not the creation, or the cause of the creation, of the Intellectual Property is, wholly or partially, directly or through any third party performed by the Core Contributor.

Liability

- The Core Contributor shall be liable for and shall indemnify CoW DAO for any loss, liability, costs, damages or expenses arising from any material breach by them, of the

terms of this grant, including any gross negligent or reckless act, omission or default in the provision of the Services.

Confidentiality

- The Core Contributor shall not use or disclose to any person either during or at any time after their engagement by CoW DAO any confidential information about the business or affairs of CoW DAO or any of its business contacts, or about any other confidential matters which may come to the Core Contributor's knowledge in the course of providing the Services, including any information obtained from other Service Providers to CoW DAO. Any information in the public domain is not considered confidential.
- The Core Contributor undertakes to preserve the strict confidentiality of all Intellectual Property of CoW DAO or any other Service Provider to the extent that this is in CoW DAO's interest.

Data protection

- Information on Snapshot, the Forum(s) and Blockchains are public.
- The Core Contributor consents to making information available to other Service Providers, who provide Services to CoW DAO (such as advisers, development companies), where the Core Contributor chooses to share this information. These data recipients may hold and process the data shared for the purpose that the Core Contributor shared them with.

Definitions

- Core Contributor is the grant recipient, considered part of the core CoW development team.
- CoW DAO means CoW DAO and any other sub-DAOs by extension (including Grants DAO)
- Service(s) are Milestones and the terms are used interchangeably.
- CoW DAO Service Providers are those providing Services to CoW DAO or any of its subDAOs, including Grants DAO, such as other Grantees, Core Contributors or development companies.
- Confidential information means any information or matter which is not in the public domain and which relates to the affairs of CoW DAO or any of its business contacts, including any other Service Providers.